	Case 2:13-cv-00652-JCM-CWH Docu	ment 1-1 Filed 04/17/13 Page 1 of 3
		April <u>17</u> , 2013
1 2 3 4 5	MA IL D #: 00	Larry Sanders, in Propria Persona Authorized Representative, Attorney-in-Fact on behalf of: Genora Sanders and Kamaya Mack Care of: 2881 North Rancho Drive Suite 2075 Bldg. 15 Las Vegas, Nevada state [89130-9998] 702-773-2960
6	†Clerk of Court Use Only†	
7	THE UNITED STATES DISTRICT COURT FOR	
8	THE DISTRICT OF NEVADA	
9	Larry Sanders Genora Sanders and Kamaya Mack	
11	Secured Party,	)
12	vs.  • JAMES BOWERS	2:13-cv-00652-JCM-CWH
13	ESURANCE INSURANCE SERVICES, INC.	
14	TAYLOR MONTGOMERY	
15	KELLY MASON	)
16	GARY C. TOLMAN     JONATHAN ADKISSON	) UCC1 Filing No.: 13-7349726092
17	KERIAN BUNCH	) ) Esurance Claim Number: DEN0024962
	MARK D PITCHFORD	)
1.8	WAYNE SHARRAH	) Esurance Policy Number: PANV004327355
19	CHRISTOPHER M HENN	) Esurance Insured: James Bowers
20	• JOHN SWIGART  ALFS, INC. (AKA ALLSTATE LIFE  FINANCIAL SERVICES, INC PARENT	REAL AND CONSTRUCTIVE AFFIDAVIT FOR WAGE GARNISHMENT AND BANK ACCOUNT SEIZURE
22	COMPANY TO ESURANCE)	)
23	STEVEN E. SHEBIK	)
24	DEBTORS	
25	I, Larry Sanders, in Propria Persona, Duly Authorized Representative,	
26	Attorney-in-Fact on behalf of: Genora Sanders and Kamaya Mack. We, Larry	
27	Sanders and family operate at all times in the inherent jurisdiction of a Man	
28	(or Woman) created by God.	
	REAL AND CONSTRUCTIVE AFFIDAVIT FOR WAGE GARNISHMENT AND BANK ACCOUNT SEIZURE	
	Page 1 of 3	

April 17, 2013

 **FACTS** 

ESURANCE INSURANCE SERVICES, INC. have been Noticed five (5) times sent via US Postal Service Certified Mail with request to settle this Personal Injury Claim since January 4<sup>th</sup>, 2013 (See Exhibit A) with attached medical bills (See Exhibit B) and final medical reports (See Exhibit C). ESURANCE INSURANCE SERVICES, INC. is in full explicit agreement with the Affidavits evidenced by their acceptance of taking 100% liability for all Personal Injuries (See Exhibit E/2) and no evidence of a rebuttal in Affidavit form.

ESURANCE INSURANCE SERVICES, INC. is now causing additional personal damages by acting in dishonor with bad faith business practices by repeatedly delaying the settlement of this personal injury claim in the full amount to grant relief to the pain and suffering and to settle the medical expenses incurred by Secured Party: Genora Sanders and Kamaya Mack.

Due to the fact that the Agents of ESURANCE INSURANCE SERVICES, INC. have failed to rebut/refute any claim by Genora Sanders and Kamaya Mack after being repeatedly NOTICED and given a reasonable time limit to rebut, a JUDGMENT NIHIL DICIT FOR THIS PERSONAL INJURY CLAIM was implied and expressed (See Exhibit E/2). DEBTORS were given REAL AND CONSTRUCTIVE NOTICE that should this action be filed in US District Court putting unnecessary additional strain upon the Secured Party to collect, the damages would increase to \$163,380 plus all costs to collect.

## MOTION FOR WAGE GARNISHMENT and BANK ACCOUNT SEIZURE

We move this court to grant a JUDGMENT in favor for wage garnishments of up to 25% and seizure of bank accounts held in the named DEBTORS until the fill the amount of \$163,380 plus costs to collect have been fully satisfied.

REAL AND CONSTRUCTIVE AFFIDAVIT FOR WAGE GARNISHMENT AND BANK ACCOUNT SEIZURE

April 17, 2013

## LIMITED TEN DAY OPPORTUNITY TO CURE AND STOP FURTHER LITIGATION

Should the DEBTORS decide to act honorably and wish to settle this claim without any further litigation; a certified check or money order in the amount of \$55,000 plus all court filing fees must be presented to Genora Sanders within 10 calendars days from receiving their copy of this court filing; note, this offer is non-negotiable and time limited. Additionally, in return for settlement of this Personal Injury Claim in the amount of \$55,000 plus all court filing fees we shall sign RELEASE OF ALL CLAIM forms, withdraw this court filing, and remove our LIENS. Again, this OFFER IS NON-NEGOTIABLE and TIME LIMITED, you are requested to act accordingly.

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Exhibits may be filed 10 calendar days depending on DEBTORS response.

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At this time Larry Sanders and Family have nothing further to say.

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Done under necessity - on the day of April, 2013, A.D.,

/ day of April, 2013, A.D.,
All rights reserved without recourse,

Restricted Autograph

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Larry Sanders, in Propria Persona Authorized Representative, Attorney-in-Fact on behalf of: Genora Sanders and Kamaya Mack

ACKNOWLEDGEMENT

SUBSCRIBED TO AND SWORN before me this 7 day of ARTL, 2013 A.D., a Notary, that LARPY SALVERS, personally appeared in his proper person and known to me to be the living breathing flesh and blood man whose name subscribed to the within instrument and acknowledged to be the same.

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Notary Public in and for said State

My Commission expires;

NOTARY PUBLIC STATE OF NEVADA County of Clark GRANT R. PARKER

No:42-819-1 GHANT:H.-PARKER My Appointment Expires March 26, 2016

REAL AND CONSTRUCTIVE AFFIDAVIT FOR WAGE GARNISHMENT AND BANK ACCOUNT SEIZURE

(Seal)